

JS 44 (Rev. 04/21)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

LEHIGH VALLEY 1 LLC

(b) County of Residence of First Listed Plaintiff Florida
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Phillip D. Berger, Esq.- Berger Law Group, PC - 610-668-0800
919 Conestoga Rd, Bldg 3, STE 114, Bryn Mawr, PA

DEFENDANTS

**WHITEHALL FIDUCIARY LLC, AS TRUSTEE OF
WHITEHALL TRUST U/T/A DATED AUGUST 1, 2007**

County of Residence of First Listed Defendant PA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|-----------------------------------------|----------------------------|----------------------------|---------------------------------------------------------------|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability LABOR <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. 1332

Brief description of cause:

Mortgage foreclosure for the real property located at 1177 6th Street, Whitehall, PA 18052

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

\$13,832,350.68 + int/fees

CHECK YES only if demanded in complaint:

JURY DEMAND:

☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

June 14, 2024

SIGNATURE OF ATTORNEY OF RECORD

/s/ Phillip D. Berger, PA ID. 58942

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

05/2023

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DESIGNATION FORM

(to be used by counsel to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 2100 Ponce de Leon Blvd, Suite 720, Coral Gables, Florida 33134

Address of Defendant: 1177 6th Street, Whitehall, PA 18052

Place of Accident, Incident or Transaction: Whitehall, PA 18052

RELATED CASE IF ANY:

Case Number: _____ Judge: _____ Date Terminated _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit Pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier Numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se case filed by the same individual? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is **not** related to any now pending or within one year previously terminated action in this court except as note above.

DATE: 6/14/24 /s/ Phillip D. Berger, Esq. 58942
Attorney-at-Law (Must sign above) *Attorney I.D. # (if applicable)*

Civil (Place a ☒ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts)
- ☐ 2. FEHA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Wage and Hour Class Action/Collective Action
- ☐ 6. Patent
- ☐ 7. Copyright/Trademark
- ☐ 8. Employment
- ☐ 9. Labor-Management Relations
- ☐ 10. Civil Rights
- ☐ 11. Habeas Corpus
- ☐ 12. Securities Cases
- ☐ 13. Social Security Review Cases
- ☐ 14. Qui Tam Cases
- ☐ 15. All Other Federal Question Cases. *(Please specify):* _____

B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury *(Please specify):* _____
- ☒ 7. Products Liability
- ☒ 8. All Other Diversity Cases: *(Please specify):* _____

Real Property - Mortgage Foreclosure

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration)

I, Phillip D. Begrer, Esq., counsel of record or pro se plaintiff, do hereby certify:

☒ Pursuant to Local Civil Rule 53.2 § 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: 6/14/24 /s/ Phillip D. Berger, Esq. 58942
Attorney-at-Law (Sign here if applicable) *Attorney ID # (if applicable)*

NOTE: A trial de novo will be a jury only if there has been compliance with F.R.C.P. 38.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

**LEHIGH VALLEY 1 LLC, successor by
assignment to WINDSTREAM CAPITAL
LLC, successor by assignment to the UNITED
STATES SECRETARY OF HOUSING AND
URBAN DEVELOPMENT, successor by
assignment to M&T REALTY CAPITAL
CORPORATION**

2100 Ponce de Leon Blvd, Suite 720
Coral Gables, Florida 33134

Plaintiff,

v.

**WHITEHALL FIDUCIARY LLC, AS
TRUSTEE OF WHITEHALL TRUST U/T/A
DATED AUGUST 1, 2007**

1177 N. Sixth Street
Whitehall, PA 18052,

Defendant.

CIVIL ACTION

NO.

COMPLAINT IN MORTGAGE FORECLOSURE

Plaintiff Lehigh Valley 1 LLC, successor by assignment to Windstream Capital LLC, successor by assignment to the United States Secretary of Housing and Urban Development, successor by assignment to M&T Realty Capital Corporation ("LV1 LLC"), by and through its undersigned counsel, files this Complaint in Mortgage Foreclosure against Defendant Whitehall Fiduciary LLC, as Trustee of Whitehall Trust u/t/a Dated August 1, 2007 ("Whitehall"), and avers as follows:

I. PARTIES, JURISDICTION AND VENUE

1. Plaintiff LV1 LLC is a Delaware registered limited liability company with a place of business at 2100 Ponce de Leon Blvd, Suite 720, Coral Gables, FL 33134.

2. Defendant Whitehall Fiduciary LLC, as Trustee of Whitehall Trust u/t/a Dated August 1, 2007 (“Whitehall”) is upon information and belief a Pennsylvania trust with a last known place of business at 1177 N. Sixth Street, Whitehall, PA 18052.

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332, as there is complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

4. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a)(2), as the real property that is the subject of this action is situated in this district.

II. FACTS

a. The Loan Transaction

5. On or about January 26, 2012, M&T Realty Capital Corporation (“M&T”) provided a loan in the principal sum of \$15,788,700.00 (the “Loan”) to Defendant Whitehall in accordance with the terms and conditions of that certain mortgage note dated January 26, 2012 (the “Note”). A true and correct copy of the original Note is attached hereto and made a part hereof as Exhibit “A”.

6. The Note was secured by, *inter alia*, a mortgage dated January 26, 2012 (the “Mortgage”) on the real property located at 1177 6th Street, Whitehall, PA 18052 (the “Property”). A true and correct copy of the Mortgage is attached hereto and made a part hereof as Exhibit “B”.

7. Defendant Whitehall is the real owner of the land and improvements subject to the Mortgage. A true and correct copy of the legal description of the Property is attached hereto and made a part hereof as Exhibit “C”.

8. The Mortgage was recorded in the Lehigh County Recorder of Deeds office on January 26, 2012 at Instrument No. 2012002759, *et seq.*

b. The Assignments of the Loan

9. The Note was assigned by M&T to the United States Secretary of Housing and Urban Development (“HUD”) pursuant to that certain Allonge to Mortgage Note dated November 8, 2022, effective as of November 16, 2022 (the “HUD Allonge”). A true and correct copy of the HUD Allonge is attached hereto and made a part hereof as Exhibit “D”.

10. The Note was then assigned by HUD to Windstream Capital LLC pursuant to that certain Note Endorsement dated September 20, 2023 (the “Windstream Allonge”). A true and correct copy of the Windstream Allonge is attached hereto and made a part hereof as Exhibit “E”.

11. The Note was then assigned by Windstream Capital LLC to Plaintiff LV1 LLC pursuant to that certain Allonge to Mortgage Note dated May 15, 2024 (the “LV1 Allonge”). A true and correct copy of the LV1 Allonge is attached hereto and made a part hereof as Exhibit “F”.

12. The Mortgage was assigned by M&T to HUD pursuant to that certain Assignment of Mortgage dated November 8, 2022, effective as of November 16, 2022 (the “HUD Assignment”), which HUD Assignment was recorded by the Lehigh County Recorder of Deeds office on November 16, 2022 at Instrument No. 2022038363, *et seq.* A true and correct copy of the HUD Assignment is attached hereto and made a part hereof as Exhibit “G”.

13. The Mortgage was then assigned by HUD to Windstream pursuant to that certain Assignment of Mortgage dated September 20, 2023 (the “Windstream Assignment”), which Windstream Assignment was recorded by the Lehigh County Recorder of Deeds office on October 30, 2023 at Instrument No. 2023025934, *et seq.* A true and correct copy of the Windstream Assignment is attached hereto and made a part hereof as Exhibit “H”.

14. The Mortgage was then assigned by Windstream Capital to Plaintiff LV1 LLC pursuant to that certain Assignment of Mortgage dated May 15, 2024 (the “LV1 Assignment”),

which Windstream Assignment was recorded by the Lehigh County Recorder of Deeds office on June 10, 2024, at Instrument No. 2024012857, *et seq.* A true and correct copy of the LV1 Assignment is attached hereto and made a part hereof as Exhibit “I”.

15. Plaintiff LV1 LLC is the current holder of the Note and Mortgage by virtue of the above cited allonges and assignments.

c. Defendant’s Default of Its Obligations

16. The Note and Mortgage required Defendant Whitehall to repay to M&T (now Plaintiff LV1 LLC by assignment) the principal balance and interest due in accordance with the terms set forth therein.

17. Specifically, the Note required the Defendant to make the following payments:

Interest only payable on the first day of February, 2012. Commencing on the first day of March, 2012, monthly installments of interest and principal shall be paid in the sum of Sixty-Nine Thousand Eight Hundred Forty-Four and 95/100 Dollars (\$69,844.95) each, such payments to continue monthly thereafter on the first day of each succeeding month until the entire indebtedness has been paid in full. In any event, the balance of the principal (if any) remaining unpaid, plus accrued interest, shall be due and payable on February 1, 2042. The installments of interest and principal shall be applied first to interest at the rate of three and thirty-eight hundredths per centum (3.38%) per annum upon the principal sum or so much thereof as shall from time to time remain unpaid and the balance thereof shall be applied on account of principal.

[Note, Exh. “A” at p. 1].

18. Further, the Note states that: “If default be made in the payment of any installment under this Note, and if such default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice, at the option of the holder of this Note.” [*id.*, at p. 2].

19. Additionally, the Mortgage provides that:

It is also expressly agreed that if the Mortgagor should fail to pay any installment of principal and interest or payment due pursuant to covenant one above within thirty (30) days

after the due date of such installment or payment, or if the Mortgagor should fail to perform any of the terms, conditions or covenants of the mortgage, the note, the building loan agreement, or the regulatory agreement, such failure shall constitute a default and in every such case, the whole principal debt shall, at the option of the Mortgagee, become due and payable immediately, and it shall and may be lawful for said Mortgagee forthwith to bring an Action of Mortgage Foreclosure, to sue out of a Writ of Scire Facias, or to institute other foreclosure proceedings upon this mortgage, and to proceed to judgment and execution for recovery of said principal debt, all interest thereon, all sums advanced for payment of any ground rent, taxes, water rents, charges, claims or insurance premiums as aforesaid, and all other recoverable sums, together with an attorney's commission for collection, without further stay of execution or other process, any law, usage or custom to the contrary notwithstanding.

[Mortgage, Exh. "B", p. 7].

20. Defendant Whitehall is in default of the Note and the Mortgage due to its failure to make the required payments of principal and interest as and when due thereon.

21. Defendant has failed and refused to make monthly payments on account of the Loan, with the last payment directly and voluntarily made by the Defendant on February 5, 2021.

22. Further, the Defendant's reserve account was subsequently offset by HUD when \$813,690.94 was applied to the delinquent March, April and May 2021 monthly payments and to delinquent real estate taxes, causing the reserve account to then be depleted.

23. The Defendant has not replenished the reserve account, nor made any further monthly payment on the Mortgage.

24. Accordingly, the Loan was \$1,727,249.73 past due as of July 2023, which was when the Loan was purchased by Windstream Capital LLC.

25. Due to Defendant's defaults, this Loan was accelerated and demand was made for the immediate payment of all amounts due and owing in full. A true and correct copy of the demand letter indicating same is attached hereto as Exhibit "J".

26. Notwithstanding the demand, Defendant has continued to fail and refuse to make a single monthly payment of \$69,844.95 due since July 2023, when the Loan was sold to Windstream Capital, LLC, and there is a current past due amount of over \$2.4 million.

27. Accordingly, Plaintiff LV1 LLC brings this action to foreclose the Mortgage.

28. Notice pursuant to Act 6, 41 P.S. §101, et seq. was not required as the original principal balance of the Loan exceeds the statutory threshold.

29. Notice pursuant to the Homeowner's Emergency Mortgage Assistance Act of 1983, 35 P.S. § 1680.401(c) et seq., as amended, was not required as the Property is not the principal residence of the Defendant.

30. As a consequence of the above-described events of default, the amount due to Plaintiff LV1 LLC under the Note and the Mortgage is as follows:

Original Principal Balance	\$15,788,700.00
Unpaid Principal Balance	\$12,487,669.04
Interest as of 6/7/24	1,329,562.12
Taxes and Insurance	(72,073.34)
Late Charges	50,288.40
Other Charges	500.00
Attorney's Fees as of 6/7/24	<u>36,404.46</u>
Total:	\$13,832,350.68

Interest continues to accrue on the balance at the rate of \$1,172.45 per diem.

31. No prior judgment has been entered on said Note or Mortgage in any jurisdiction.

32. Plaintiff has satisfied all conditions precedent to the commencement of this action.

COUNT I – MORTGAGE FORECLOSURE

33. Paragraphs 1 through 32 of this Complaint are incorporated herein by reference.

34. Defendant executed the Note, which is secured by the Mortgage, in favor of Plaintiff.

35. Defendant has defaulted on its obligations due under the Note and the Mortgage, as well as the other Loan Documents.

36. Plaintiff LV1 LLC is authorized by Mortgage and by Pennsylvania law to foreclose the Mortgage due to the Defendant's default.

37. There is currently due and owing on the Loan the sum of \$13,832,350.68, together with accrued and accruing interest, default interest, fees, charges and costs recoverable under the Loan Documents.

WHEREFORE, Plaintiff Lehigh Valley 1 LLC, successor by assignment to Windstream Capital LLC, successor by assignment to the United States Secretary of Housing and Urban Development, successor by assignment to M&T Realty Capital Corporation hereby demands judgment in mortgage foreclosure on the property located at 1177 6th Street, Whitehall, PA 18052, in its favor and against Defendant Whitehall Fiduciary LLC, as Trustee of Whitehall Trust u/t/a Dated August 1, 2007, and judgment in the amount of \$13,832,350.68, together with all costs, including reasonable attorneys' fees, and interest accrued through the date of judgment, and for foreclosure and sale of said Property.

BERGER LAW GROUP, P.C.

By: Phillip D. Berger
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Dated: 6/14/24